



Michigan Public Safety Communications System
Michigan Department of Information Technology
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MICHIGAN PUBLIC SAFETY COMMUNICATIONS SYSTEM MEMBER SUBSCRIBER AGREEMENT

This Michigan Public Safety Communications System Member Subscriber Agreement is between _____, whose address is _____ (Member) and the State of Michigan, by the Department of Information Technology (DIT), for the Michigan Public Safety Communications System, whose address is, Michigan Public Safety Communications System, 4000 Collins Road, P.O., Box 30631, Lansing, Michigan 48909-8131, for membership in the Michigan Public Safety Communications System.

I. DEFINITIONS

A. Agreement – means this MPSCS Member Subscriber Agreement between the DIT and the Member, setting forth the MPSCS services provided to the Member and the terms and conditions under which the services are provided and, includes its exhibits, attachments, and any renewals or amendments.

B. Disaster – means any unplanned interruption of MPSCS operations, which materially affects DIT's ability to provide communication services to MPSCS Members.

C. DIT – means the Michigan Department of Information Technology, the principal department of state government created by Executive Order 2001-3, MCL 18.41, and to which responsibility for the management and operation of the MPSCS was transferred by Executive Order 2005-2, effective March 27, 2005.

D. Emergency Alert – means the MPSCS feature, which allows eligible MPSCS Members to transmit emergency alerts.

E. Exhibits:

1. Exhibit A – Member's Radio's Activation and Annual Member Fees.
2. Exhibit B – Description of Member's Radios Operating under this Agreement.
3. Exhibit C – Member's Liaison Officer and Contact Information for Notices.
4. Exhibit D – MPSCS Contact Information for Notices and Member Fees Payment.

F. Michigan's Public Safety Communications System (MPSCS or System) – means Michigan's public safety communications system; established under 1929 PA 152 for public safety communications; and includes all the real and personal property, towers, buildings, equipment and other related facilities and fixtures necessary for the operation and maintenance of the system.

G. MPSCS- Member – means a public safety agency, including but not limited to a government agency (State or local), its authorized employees, personnel (paid or volunteer), approved service providers and MPSCS Member sponsored participants in an emergency response plan and their approved service providers, operating under a currently sanctioned government plan, using the System to implement the plan.

H. Network Communications Center (NCC) – means the MPSCS' operation and communications center, which manages the technical operation of the MPSCS on a 24/7 basis.

I. Radio Equipment (Radio(s)) – means the MPSCS Member's communications equipment, including control stations, consolettes, base stations, mobile or portable radios, or any other radio frequency interface, which has a unique MPSCS identification number.

J. Radio Programming Unit (RPU) - means the DIT unit responsible for assignment of identification numbers; Template programming and reprogramming; all database (fleetmapping) maintenance; and assignment of Talkgroups.

K. Service Provider – means the entity under contract with the Member to service and maintain Member's Radios.

L. State of Michigan – means the owner of MPSCS.

M. System Management – means DIT's responsibilities in the administration of MPSCS' operations and selection of the MPSCS services provided under this Agreement including upgrades and enhancements.

N. Talkgroup – means a configurable, pre-programmed voice pathway in the MPSCS by which properly programmed radios can communicate with each other.

1. **Non-Proprietary Talkgroup** – means a Talkgroup established by the MPSCS for the benefit and good of several MPSCS Members. The MPSCS administration grants access to these talkgroups by proper request and with demonstrated need.

2. **Proprietary Talkgroup** – means a Talkgroup assigned exclusively to a MPSCS Member for use during their duties. This Talkgroup may be shared between MPSCS Members with the written approval of the agency who established the Talkgroup.

3. **Proprietary Radio System** – means a non-MPSCS radio system that may be programmed into a MPSCS Member's radio for the purpose of interoperability. The MPSCS does support programming of non-MPSCS proprietary radio systems.

O. Template – means the Radio software which controls the Radio’s Talkgroup functions and communication capabilities.

P. Template Design Unit (TDU) – means the DIT unit responsible for the development of a Template that will be programmed into a MPSCS Member’s radio. This includes defining a MPSCS Member’s communications plan; the establishment or reuse of Talkgroups; providing direction for concurrence of Talkgroups between agencies, and documenting Templates for construction by the MPSCS RPU section.

Q. Twenty-four/Seven (24/7) – means 24 hours a day, every day.

II. MPSCS COMMUNICATIONS SERVICES

A. Template Design – If requested by the Member, TDU will work with and prepare a needs assessment for the Member, based on the Member’s current and ongoing communication needs and priorities. Template programming by the RPU will commence once the Member approves the needs assessment. The RPU will prepare the primary Template for each Radio if requested by the Member. The RPU will correct any Template programming error(s) attributable to the RPU. A Member may request one primary Template change per year at no charge.

B. System Management – includes DIT’s responsibility for the following:

1. assignment of Radios’ use priorities,
2. management of Talkgroups to assure appropriate use of the MPSCS,
3. enforcement of MPSCS guidelines, procedures, and protocols,
4. generate and use statistical data and reports concerning MPSCS Members’ Talkgroups, call durations, call types, busy signals, and other data analyses and reports, and
5. grade of service (roaming).

C. Training – Member’s employees and other personnel are required to receive approved MPSCS Radio user training and/or “train the trainer” training.

D. NCC Services – The NCC operates the System on a 24/7 basis. The NCC provides Member with emergency or planned activation of special event Talkgroups. The NCC, upon Member’s request, provides radio checks for unresponsive Radios; inhibits lost or stolen Radios; and provides communications troubleshooting.

E. MPSCS Mobile Radios Performance – MPSCS provides tested mobile radio communication coverage to the Member, subject to the Member’s compliance with DIT recommended optimal performance standards for equipment, antenna installation, and maintenance. If the Member detects possible MPSCS network infrastructure malfunctions or radio communication coverage loss below the tested coverage, the Member should first contact its Service Provider for an evaluation of the problem. If the Service Provider determines the

problem does not originate from the Member's Radios, equipment installation or maintenance, the Member should notify the NCC. The NCC will investigate and take appropriate corrective action to alleviate the coverage loss or network infrastructure malfunction, and report the corrective action to the Member.

F. MPSCS Portable Radio Coverage – Portable radio coverage is not guaranteed and will vary from location to location. The Member is encouraged to conduct its own portable radio communications coverage test to determine the expected coverage level in Member's desired coverage areas.

G. Emergency Alert Availability – If Member has a twenty-four (24) hour dispatch center capable of receiving control data associated with all its Talkgroups, and Member can verify to DIT that it has the capacity to monitor and supervise the Emergency Alert feature, Member may have the Emergency Alert feature activated at no additional charge during a Template reprogram. When this feature is activated, the Member must keep their Radio Control Manager (RCM) logged in and respond to Emergency Alerts in a timely manner. Additionally, Member must obtain, at its own expense, a license to operate its (RCM) from its equipment vendor in order to have this feature activated. The NCC cannot serve as back-up for monitoring Emergency Alert if the Member chooses this feature.

H. Private Calling Availability – Private calling permits properly programmed Radios to engage in “one-on-one” conversations. Only the initiating and target Radios are able to communicate. Private calling can tie-up MPSCS system resources. Member may choose to avail itself of Private Calling after a determination of the need and potential impact on the System.

I. MPSCS Performance Standards; Monitoring; Electronic and Infrastructure Maintenance – MPSCS utilizes automated performance standards and automated diagnostics, which are monitored 24/7 to ensure a timely reactive response to system component outages or other system deficiencies. MPSCS provides complete monitoring, inspection, and maintenance for all MPSCS tower sites and system infrastructure that meets or exceeds manufacturers’ recommendations. MPSCS also maintains a preventative maintenance system for all major components.

J. MPSCS Emergency Management Plan – DIT maintains an Emergency Management Plan for the MPSCS. The Emergency Management Plan provides for an alternate source of electrical power for uninterrupted service, separate computer resources, and back-up equipment.

K. MPSCS Infrastructure Upgrades and Enhancements – “Upgrades” are changes made to the System’s infrastructure to assure compliance, or to improve existing features and operations, of the MPSCS. “Enhancements” are modifications made to MPSCS services or systems that add functions or features not originally part of the MPSCS or the services requested by the Member. Benefits of the Upgrades are provided to Members at no additional charge. However, for a Member to access the new features and or enhancements, it may be necessary for the Member to upgrade its Radios after the appropriate MPSCS system upgrade is completed.

III. MEMBER OBLIGATIONS

A. Fees – Fees are governed by MPSCS’ policy on fee structure. Changes to fees are at the sole discretion of DIT, upon ninety (90) days advance written notice to MPSCS Members.

1. See Exhibit A for Member's fees, pursuant to MPSCS Member Fee policy dated 4/1/05, as amended.
2. See Exhibit B for the number of Radios Member is operating under this Agreement.
3. See Exhibit C for the name and address of Member’s representative for MPSCS Member billing purposes.
4. See Exhibit D for MPSCS Member fees payment address.

B. Member's Radios – The Member may only use MPSCS-approved Radios, with authorized and validated serial numbers, Talkgroups and Radio ID’s. A list of approved Radios is available from the TDU. This list will be updated periodically and will be made available to the Member. Before programming any Template the Member shall provide the RPU with a list of its Radios, each identified by: vendor/Service Provider, manufacturer, model number and serial number and flash or operating version.

C. Radios' Maintenance and Repair – The Member is responsible for maintenance and repair of its Radios in accordance with manufacturer’s specifications.

D. Template Modifications – The Member may make Template modifications, through its Service Provider, if the modification does not adversely impact the operation and integrity of the MPSCS. Template modifications are not permitted for MPSCS radio zones: E, F, G, H and I. Template modifications shall be made in strict compliance with RPU's standards and only upon thirty (30) days advance written notice to the RPU. MPSCS reserves the right to audit the Member’s Templates at any time to confirm compliance with these requirements. Failure to comply with MPSCS Template modification standards shall be cause for termination of this Agreement.

E. MPSCS Prohibited Use – No commercial, personal or non-public safety related business may be conducted on the MPSCS by the Member, its authorized users or Service Provider.

F. Compliance with Federal and State Laws – The Member shall comply with all Federal and Michigan laws, rules, and regulations.

G. System Management – The Member shall comply with DIT’s System Management requirements.

H. Trained Personnel – The Member will not permit any personnel to use MPSCS Radios until they have received approved MPSCS Radio user training.

I. Member Liaison Officer - The Member will appoint an employee as its Liaison Officer. The Liaison Officer will be responsible for authorization of Template modifications, coordination of new Radios onto the MPSCS, and providing fleetmapping data to the RPU for record keeping purposes. The Liaison Officer will also be the Member's representative for MSPCS billing purposes.

J. Compliance with MPSCS Guidelines, Procedures, and Protocols:

1. The Member shall comply with all MPSCS guidelines, procedures, and protocols.
2. In order to protect the integrity, security, safety, and efficient operation of the MPSCS for all MPSCS Members, the Member will take appropriate corrective action against any of its employees who violate MPSCS standards, guidelines, procedures and, protocols, or this Agreement.
3. Violations of MPSCS standards, guidelines, procedures, protocols or violation of this Agreement, may result in Member's termination.

IV. DURATION, CANCELLATION & TERMINATION

Membership in the MPSCS will remain in effect until canceled or terminated by either party, upon 90 days prior written notice to either party. The Agreement may be terminated by DIT for violations of the terms and conditions of this Agreement upon 30 days written notice to the Member.

V. MISCELLANEOUS

A. Waiver – The failure of a party to insist upon strict adherence to any term of this Agreement shall not be considered a waiver or deprive the party of the right thereafter to insist upon the strict adherence to that term of the Agreement.

B. Modification – MPSCS general membership terms may be modified by DIT, upon ninety (90) days advance written notice to MPSCS Members. Terms in this Agreement that are specific to Member may be modified by a written amendment signed by both parties.

C. Governing Law – This Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan.

D. Headings – The headings given to the sections and paragraphs of this Agreement are inserted only for convenience and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular sections or paragraphs to which the heading refers.

E. Independent Contractor Relationship – The relationship between the DIT and the Member is that of an independent contractor and client. No agent, employee, or servant of DIT shall be deemed to be an employee, agent, or servant of the Member. The Member will be solely responsible for its acts and the acts of its agents, employees, servants, subcontractors, and volunteers during the performance of this Agreement.

F. Effective Date – This Agreement is effective as of the date of the last signature.

VI. NOTICES

All notices given under this Agreement, except for emergency service requests, will be made in writing. All notices will be sent to the MPSCS and Member at the addresses provided in Exhibits C and D, respectively. An address change will be effective seven (7) business days after the notice of change is received.

SIGNATURE PAGES FOLLOW

MEMBER

By:_____

Its:*_____

Date:_____

*Execution of this Agreement by the Member may only be made by a duly authorized representative of the local unit of government. A copy of the authorizing resolution needs to be provided with the Agreement.

MPSCS

By: _____

Its: _____

Date: _____

Exhibit A
Member's Radios' Activation and Annual Member Fees.

Exhibit B
Member's Radios Operating Under This Agreement.

Exhibit C
Member's Liaison Officer and Contact Information for Notices.

Exhibit D
MPSCS Contact Information for Notices and Member Fees Payment.